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TELEGRAPH COMPANIES—MENTAL ANGUISH—SEC. 1294i (10), VA. CODE 1904.—The question as to whether damages can be recovered for mental anguish caused by the failure to deliver a telegram has been, no doubt, before nearly every appellate court in the last few years, and, with few exceptions, has been uniformly answered in the negative. In the case of *Green v. Western Union Tel. Co.*, 49 S. E. 165, the Supreme Court of North Carolina joins the minority, and holds that damages under such circumstances may be recovered. In the case before the court the plaintiff, a girl of 16, arrived in a strange city at midnight, and found no one to meet her, because of the non-delivery of the telegram. Judge Douglas carefully considers and answers the statement made by the telegraph company that to permit a recovery in such a case would let down the bars to all sorts of actions for mental anguish as the alleged result of any disappointment, annoyance, or unnecessary alarm occasioned by a delayed telegram.

In *Connelly v. Western Union Tel. Co.*, 100 Va. 51, 40 S. E. 618, 56 L. R. A. 663, 93 Am. St. Rep. 919, our Supreme Court in construing the Virginia statute (substantially the same as sec. 1294i (10) Va. Code 1904), takes the negative view. See 10 Va. Law Reg. 829.

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SPECIFIC PERFORMANCE—CONTRACT TO MAKE WILL—NATURE OF PROOF REQUIRED.—In *Rosenwald v. Middlebrook*, decided by the Supreme Court of Missouri in March, 1905 (86 S. W. 200), the following is from the syllabus:

"1. In a suit to compel specific performance of a parol contract to will to the plaintiff all decedent's property in consideration of services to be rendered by the plaintiff, it must appear that the contract was in fact made, by proof so cogent, clear and forcible as to leave no reasonable doubt in the mind of the chancellor of its terms and character, that such contract was made on a valuable consideration, and that a fraud will be perpetrated on the plaintiff unless the contract is specifically enforced; and that the proof shall satisfy the chancellor that the acts performed by plaintiff referred to and resulted from the contract, and were such as would not have been done but for the existence of the contract, and with a view to its performance.

4. Testimony as to declaration and admissions of a person since deceased, offered to prove the existence of a parol contract with deceased, is not looked on with favor by the courts.

5. In a suit to compel specific performance of an oral contract with a person since deceased, though the absence of any written instrument is not to be considered as furnishing any reason for doubt in the mind of the chancellor as to the existence of an oral contract, yet the absence of proof of any valid reason why the evidence of the contract was not preserved, under circumstances warranting the inference that plaintiff could have disclosed the reason, is a fact that may properly be considered."

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EVIDENCE—DEFINITION OF "PAPERS READ IN EVIDENCE"—X-RAY PHOTOGRAPH.—In *Chicago & J. Electric R. Co. v. Spence*, 72 N. E. 796, which was a personal injury case, an X-ray photograph was admitted in evidence, and the expert who made it testified that he had taken and developed the negative,